

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement

Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant APCO Worldwide Inc.	2. Registration No. 6291
3. Name of Foreign Principal Government of Ukraine	

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The Registrant provided media relations, stakeholder engagement, and strategic communications services for the foreign principal within the United States to promote positive relations between the United States and the Government of Ukraine. The organization, Communication for Change, shall pay for the services, but Registrant's services are directed and supervised by the foreign principal.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The Registrant provided media relations, stakeholder engagement, and strategic communications services for the foreign principal within the United States to promote positive relations between the United States and the Government of Ukraine.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The Registrant's activities included communications on behalf of the foreign principal within the United States to media and other organizations to promote positive relations between the United States and the Government of Ukraine.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
August 06, 2015	Terry W. Judd, Senior Director	/s/ Terry W. Judd eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

**MASTER ENGAGEMENT AGREEMENT
BY AND BETWEEN
APCO WORLDWIDE INC.
AND
COMMUNICATION FOR CHANGE**

THIS MASTER ENGAGEMENT AGREEMENT ("Agreement"), made and entered into as of June 22, 2015 ("Effective Date"), by and between APCO Worldwide Inc., with offices located at 700 12th St. NW, Suite 800, Washington, DC 20005 ("APCO") and Communication for Change, with offices located at 01103, Str. Kikvidze, 26, office 87, Ukraine ("Client"), sets forth the parties' understanding pursuant to which APCO shall be engaged by Client to perform services for the Government of Ukraine.

I. SCOPE OF WORK

The scope of work of APCO's services hereunder (the "Services") shall be set out in Annexes to this Agreement. Each Annex, upon execution by both parties, shall by this reference be incorporated in and made part of this Agreement. Each Annex shall specify the services to be performed by APCO and the payment terms for such Services, as well as any other details specified by the parties. Should the Services as described in any Annex change in any material way, an adjustment to APCO's fees and promised delivery dates for such Services may be required. APCO undertakes to advise Client promptly should any such adjustment be necessary and to negotiate with Client in good faith to arrive at a mutually acceptable revision to the applicable Annex.

II. STAFFING

APCO shall assign staff members to assist in the performance of the Services. Should any of assigned staff be unable to perform the Services, APCO may substitute another similarly qualified staff member. APCO may, from time to time and in its discretion, augment the staff as needed to perform the Services.

In connection with the Services, APCO may employ the services of third-party consultants including, without limitation, attorneys, intellectual property search firms, accountants, vendors, subcontractors and suppliers (collectively, "Consultants").

III. FEES AND DISBURSEMENTS

APCO shall provide the Services for the professional fees set forth in the applicable Annex.

In addition, Client shall reimburse APCO for actual, reasonable out-of-pocket expenses ("OOPs") incurred in APCO's performance of this Agreement, including, without limitation, expenses for Consultants, external printing and production, special periodicals or other materials, production of collateral, filing fees, pay-for-use databases and travel,

parking and meal expenses. APCO shall submit invoices to Client for OOPs after such OOPs have been incurred; provided, however, that if the parties anticipate any single OOP in excess of \$5,000 or OOPs in excess of \$15,000 in any given month, then Client shall prepay such anticipated expenses.

If any taxes are required to be deducted or withheld from any payments made by Client to APCO hereunder, then Client shall (i) withhold or deduct the required amount and promptly pay such taxes to the applicable tax authority, and (ii) pay additional amounts to APCO so that the net amount actually received by APCO after such withholding or deduction or tax is equal to the amount that APCO would have received had no such withholding or deduction been required or tax been imposed.

All invoices submitted by APCO to Client shall be due and payable upon receipt. APCO reserves the right to impose an interest charge equal to one and one-half percent (1.5%) per month in respect of any invoice which is outstanding for more than thirty (30) days. Client shall send all invoicing instructions to APCO including, without limitation, providing an e-mail address or other electronic submissions instructions for APCO to send its invoices upon execution of this Agreement.

IV. TERM AND TERMINATION

This Agreement shall be effective on the Effective Date and shall terminate on December 31, 2015 ("Termination Date"); provided, however, that either party shall have the right to terminate this Agreement in advance of the Termination Date, but only upon the giving of sixty (60) days' prior written notice to the other party. In the event that this Agreement is so terminated in advance of its scheduled completion, Client shall pay to APCO, upon receipt of an invoice, any and all charges earned and/or incurred by APCO in connection with the Services pursuant to this Agreement and the Annexes up to the time of its termination and shall indemnify APCO as provided in Section V.A. below.

GENERAL PROVISIONS

A. Modification, Cancellation or Suspension of Work

Upon consultation with APCO, Client shall have the right to modify, cancel or suspend any and all plans, schedules or work in progress under this Agreement, and, in such event, APCO shall immediately take proper steps to carry out such instructions. However, in such an event Client shall: (i) assume APCO's liability for commitments made to Consultants in respect of such work; (ii) pay APCO, in accordance with the terms and provisions of this Agreement and the applicable Annex, any and all charges earned and incurred by APCO in connection with such work up to the time of its discontinuance, cancellation or modification; and (iii) indemnify APCO for all claims and/or actions by third parties for damages in consequence of APCO's carrying out Client's instructions, except for claims or actions that result from APCO's negligence or wilful misconduct.

B. General Indemnification

Client shall indemnify APCO and its present and former officers, directors, employees and agents (collectively, "Indemnitees") against any loss or expense (including, without limitation, attorneys' fees) which any Indemnitee may incur as the result of any claim, suit or proceeding made or brought against such Indemnitee or in which such Indemnitee is asked to participate, based upon any materials APCO prepares, publishes or disseminates for Client or the Government of Ukraine and based upon information provided or approved by Client or the Government of Ukraine prior to its preparation, publication or dissemination, as well as any claim or suit arising out of the nature or use of Client's products or services or any Indemnitee's relationship with Client, except for losses or expenses that result from any Indemnitee's negligence or wilful misconduct.

C. Confidentiality

APCO shall maintain in confidence all information and data relating to the Government of Ukraine or Client, its services, products, business affairs, marketing and promotion plans or other operations and its associated companies which are disclosed to APCO by or on behalf of Client (whether orally or in writing and whether before, on or after the date of this Agreement) or which are otherwise directly or indirectly acquired by APCO under this Agreement, or any of its affiliated companies, or created in the course of this Agreement.

APCO shall ensure that it, its officers, employees and agents only use such confidential information in order to perform the Services, and shall not without disclosing party's prior written consent, disclose such information to any third-party nor use it for any other purpose; provided, however, that APCO shall have the right to disclose the Government of Ukraine and Client's name and the general nature of APCO's work under this Agreement in pitches and business proposals.

The above obligations of confidentiality shall not apply to the extent that APCO can show that the relevant information:

- (i) was at the time of receipt already in APCO's possession;
- (ii) is, or becomes in the future, public knowledge through no fault or omission of APCO;
- (iii) was received from a third-party having the right to disclose it; or
- (iv) is required to be disclosed by law.

Client acknowledges that APCO will file a copy of this Agreement with the U.S. Department of Justice in accordance with the Foreign Agents Registration Act, 22 U.S.C. § 611 et seq, ("FARA") and will make all filings and disclosures as are necessary under FARA. In addition, Client acknowledges that APCO shall have the right to disclose Government of Ukraine or Client's name and the general nature of APCO's work under this Agreement in any reports or disclosures filed by pursuant to a code of conduct for political consultants or public affairs professionals or in accordance with any transparency efforts that APCO is a party to.

D. Non-Solicitation

Until the first anniversary of the termination of this Agreement, Client shall not, without APCO's prior written consent, hire, engage or solicit the employment or services of any person who is or was during the term of this Agreement employed by or an independent director of APCO. Client acknowledges that the specialized nature of APCO's proprietary information, trade secrets and other intellectual property are such that a breach of the foregoing covenant would necessarily and inevitably result in disclosure, misappropriation and/or misuse of such proprietary information, trade secrets and other intellectual property and, accordingly, Client acknowledges and agrees that such breach would impose unique and irreparable harm upon APCO and that APCO shall be entitled, in addition to its other rights and remedies, to require, by injunction or decree of specific performance, satisfaction in full of Client's obligations hereunder.

E. Limitation of Liability

Neither party will be liable for consequential, indirect or punitive damages (including lost profits or savings) for any cause of action, whether in contract, tort or otherwise, even if the party was or should have been aware of the possibility of these damages. For the avoidance of doubt, the limitation of liability in this paragraph does not apply to the indemnity obligations in this Agreement.

F. Force Majeure

Neither party shall be liable to the other party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife or any other cause beyond a party's reasonable control.

G. Performance of Third-Party Consultants, Subcontractors and Suppliers

APCO shall endeavour in good faith to guard against any loss to Client through the failure of Consultants to execute properly their commitments under this Agreement. However, APCO shall not be held liable or responsible for any such failure on the part of such Consultants.

H. Exclusion of Liability caused by Political or Regulatory Decisions

APCO shall not be held responsible for and shall not be held liable to Client for any loss, damage, or other adverse consequence that may result from any regulatory or political decision or action being rendered against Client or Client's interests.

I. Governing Law, Submission to Jurisdiction and Consent to Suit

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (IRRESPECTIVE OF THE CHOICE OF LAWS PRINCIPLES OF THE STATE

OF NEW YORK) AS TO ALL MATTERS, INCLUDING MATTERS OF VALIDITY, CONSTRUCTION, EFFECT, ENFORCEABILITY, PERFORMANCE AND REMEDIES. CLIENT SUBMITS ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT TO THE NONEXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE DISTRICT OF COLUMBIA, AND ANY OTHER JURISDICTION WHERE IT OR ANY OF ITS PROPERTY MAY BE FOUND, AND CLIENT HEREBY ACCEPTS VENUE IN EACH SUCH COURT.

J. Dispute Resolution Procedure

In the event of a dispute, controversy or claim by and between Client and APCO arising out of or relating to this Agreement or matters related to this Agreement, the parties will first attempt in good faith to resolve through negotiation any such dispute, controversy or claim. Either party may initiate negotiations by providing written notice in letter form to the other party setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within five (5) business days with a statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then senior management representatives of each party with full settlement authority will meet at a mutually agreeable time and place within fifteen (15) business days of the date of the initial notice in order to exchange relevant information and perspectives and to attempt to resolve the dispute. If the dispute is not resolved by these negotiations, the matter will be submitted to a mutually agreeable retired judge or JAMS for mediation. The mediation shall take place in Washington, D.C.

Except as provided herein, no civil action with respect to any dispute, controversy or claim arising out of or relating to this Agreement may be commenced until the matter has been submitted for mediation. Either party may commence mediation by providing to the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate in selecting a mediator and in scheduling the mediation proceedings. The parties will participate in the mediation in good faith and will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by either of the parties, their agents, employees, experts or attorneys, or by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties; provided, however, that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may seek equitable relief prior to the mediation to preserve the *status quo* pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session. Mediation may continue after the commencement of a civil action, if the parties so desire. The provisions of this clause may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all reasonable costs, fees and expenses, including legal fees, to be paid by the party against whom enforcement is ordered. In addition, should the dispute under this

Agreement involve the failure to pay fees and/or Disbursements under Section III hereof, and the matter is not resolved through negotiation or mediation, Client shall pay all costs of collection, including, but not limited to, APCO's legal fees and costs should APCO prevail.

K. Assignment

Neither party may assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party. Notwithstanding the foregoing, APCO, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent: (i) to any entity controlled by, or under common control with, APCO, or its permitted successive assignees or transferees; or (2) in connection with a merger, reorganization, transfer, sale of assets or change of control or ownership of APCO, or its permitted successive assignees or transferees.

L. Partial Invalidity

In the event that any provision of this Agreement shall be declared illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be interpreted and enforced as if such illegal or invalid provision had never been included herein.

M. Notices

All notices required or permitted to be given pursuant to this Agreement shall be deemed given, if and when personally delivered, delivered by fax, with receipt confirmed, or courier or by overnight mail delivery, in writing to the party or its designated agent or representative at the address stated in the first paragraph of this Agreement or at another address designated by the party.

N. Counterparts and Execution

This Agreement may be executed in counterparts, each of which when so executed shall be deemed an original and all of which together shall constitute one and the same instrument. The counterparts of this Agreement may be executed by electronic signature and delivered by facsimile, scanned signature, or other electronic means by any of the parties to any other party and the receiving party may rely on the receipt of this Agreement so executed and delivered as if the original had been received.

O. Survival

Sections III, IV, and V of this Agreement and the payment obligations described in the Annex(es) shall continue notwithstanding the termination or expiration of the Agreement or any Annex(es).

P. Entire Agreement

This Agreement and attached Annex(es) constitute the entire and only agreement between the parties respecting the subject matter hereof. Each party acknowledges that in entering into this Agreement it has not relied on any representation or undertaking, whether oral or in writing, save such as are expressly incorporated herein. Further, this Agreement may be changed or varied only by a written agreement signed by the parties. Any purchase order provided by the Client will be limited by, and subject to, the terms and conditions of this Agreement. Additional or contrary terms, whether in the form of a purchase order, invoice, acknowledgement, confirmation or otherwise, will be inapplicable, and the terms of this Agreement will control in the event of any conflict between such terms and this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Master Engineering Agreement as of the date first above written.

AGREED TO AND ACCEPTED:

APCO WORLDWIDE INC.

Signed Michael Hotra
Michael Hotra (29/28/2015)

By Michael Hotra

Title Deputy Managing Director

Date Jul 29, 2015

COMMUNICATIONS FOR CHANGE

Signed DEBORAH A. VETTA

By DEBORAH A. VETTA

Title CHAIRMAN OF THE BOARD

Date July 24, 2015

ANNEX NO. 1 TO MASTER ENGAGEMENT AGREEMENT

This Annex No. 1 (this "Annex") to the Master Engagement Agreement (the "Agreement") by and between APCO Worldwide Inc. ("APCO") and Communication for Change ("Client"), sets forth the parties' understanding pursuant to which APCO shall provide the below-specified services for the Government of Ukraine.

I. SCOPE OF WORK

APCO shall provide international media relations, stakeholder engagement, and strategic communications services as mutually agreed in writing by the parties for the Government of Ukraine.

II. FEES

APCO shall provide the services set forth in this Annex for a fixed fee of USD 135,000 (the "Fee"), plus value added or other indirect tax, if applicable, to be paid by Client upon execution of this Annex. The Fee shall be inclusive of any ODPs.

III. TERM AND TERMINATION

This Annex shall be effective as of June 22, 2015 and shall terminate on July 31, 2015, provided however, that either party shall have the right to terminate this Annex in advance of such termination date, but only upon the giving of fifteen (15) days' prior written notice to the other party. In the event that this Annex is so terminated in advance of its scheduled completion, Client shall pay to APCO, upon receipt of an invoice, any and all charges earned and/or incurred by APCO in connection with the above services pursuant to this Annex and the Agreement up to the time of its termination and shall indemnify APCO as provided in Section V.A. of the Agreement.

Upon execution by the parties, this Annex to the Master Engagement Agreement is incorporated by reference in and subject to the terms and conditions set forth in the Agreement.

AGREED TO AND ACCEPTED:

APCO WORLDWIDE INC.

Signed: Michael Hotra

By: Michael Hotra

Title: Deputy Managing Director

Date: Jul 29, 2015

COMMUNICATION FOR CHANGE

Signed: [Signature]

By: DELIVANT

Title: CHAIRMAN OF THE BOARD

Date: July 24, 2015